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United States Department of Agriculture

SERVICE AND REGULATORY ANNOUNCEMENTS ¹

INSECTICIDE AND FUNGICIDE BOARD

No. 47

N. J. 901-925

[Approved by the Secretary of Agriculture, Washington, D. C., May 12, 1924]

NOTICES OF JUDGMENT UNDER THE INSECTICIDE ACT OF 1910

[Given pursuant to section 4 of the Insecticide Act of 1910]

901. Adulteration and misbranding of "‘Readeana’ Flower Spray." U. S. v. Reade Manufacturing Company. Plea of guilty. Fine \$100. (I. & F. No. 1200. Dom. No. 17951.)

On June 28, 1923, the United States Attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Reade Manufacturing Company, a corporation, of Jersey City, N. J., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about April 5, 1922, from the State of New York into the State of Massachusetts, of a quantity of "‘Readeana’ Flower Spray," which was an adulterated and misbranded insecticide within the meaning of said act.

Adulteration of the article was alleged in the information for the reason that the statements regarding the article, to wit, "Inert Ingredients Water—not more than—78% * * * Total inert ingredients—not more than—86.5%," borne on each of the labels affixed to each of the cans containing the article, represented that the standard and quality of the article were such that it contained an inert ingredient, to wit, water, in a proportion of not more than 78 per centum, and that it contained total inert ingredients, that is to say, substances that do not prevent, destroy, repel, or mitigate insects, in a proportion of not more than 86.5 per centum; whereas, the strength and purity of the said article fell below the professed standard and quality under which it was sold, in that, in fact and in truth, it contained an inert ingredient, to wit, water, in a proportion greater than 78 per centum, and contained total inert ingredients in a proportion greater than 86.5 per centum.

Misbranding was alleged for the reason that the statements regarding the article, to wit, "Inert Ingredients Water—not more than—78% Total inert ingredients—not more than—86.5%," borne on each of the said labels, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the article contained an inert ingredient, to wit, water, in a proportion of not more than 78 per centum and that it contained total inert ingredients, that is to say, substances that do not prevent, destroy, repel, or mitigate insects, in a proportion of not more than 86.5 per centum; whereas, in fact and in truth, it contained an inert ingredient, to wit, water, in a proportion greater than 78 per centum, and contained total inert ingredients in a proportion greater than 86.5 per centum.

Misbranding was alleged for the further reason that the article consisted partially of inert ingredients, to wit, water and methyl alcohol, that is to say, substances that do not prevent, destroy, repel, or mitigate insects, and the name and percentage amount of each and every one of the inert ingredients or substances so present in the article were not stated plainly and correctly on each or any of the labels affixed to each of the cans containing the article;

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nor, in lieu thereof, were the names and percentage amounts of each and every one of the ingredients or substances having insecticidal properties, and the total percentage of the inert ingredients or substances so present therein stated plainly and correctly on each or any of the said labels.

On July 9, 1923, a plea of guilty to the information was entered on behalf of the defendant company and the court imposed a fine of \$100.

C. F. MARVIN,
Acting Secretary of Agriculture.

902. Adulteration and misbranding of "Insect Powder," U. S. v. Brewer & Company, Plea of nolo contendere. Fine \$25. (I. & F. No. 906. Dom. No. 15341.)

On October 11, 1920, the United States Attorney for the District of Massachusetts, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against Brewer & Company, a corporation, Worcester, Mass., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about August 14, 1919, from the State of Massachusetts into the State of New Hampshire, of a quantity of "Insect Powder," which was an adulterated and misbranded insecticide within the meaning of said act.

Adulteration of the article was alleged in the information for the reason that the statement, to wit, "Insect Powder Inert Ingredients Stems Not Over 3%," borne on the labels affixed to the tins containing the said article, purported and professed that the standard and quality of the article were that of pure insect powder, that is to say, that it was composed wholly of the pulverized flower heads of the species or species of the chrysanthemum or pyrethrum plant having insecticidal properties, and inert ingredients, stems, in a proportion not more than three per cent; whereas, the strength and purity of the article fell below the said standard and quality, in that it was not pure insect powder, that is to say, it was not composed wholly of the pulverized flower heads of a species or species of the chrysanthemum or pyrethrum plant having insecticidal properties, and inert ingredients, stems, in a proportion not more than three per cent, but contained inert ingredients in a proportion greater than three per cent.

Adulteration was alleged for the further reason that the statement, to wit, "Insect Powder Inert Ingredients Stems Not Over 3%," borne on the said labels represented that the article was pure insect powder; whereas, it was not composed wholly of the pulverized flower heads of a species or species of the chrysanthemum or pyrethrum plant having insecticidal properties, and inert ingredients, stems, in a proportion not more than three per cent, but a substance, to wit, the pulverized flower tissues of the field daisy, which does not have insecticidal properties, was substituted in part for the said article.

Misbranding was alleged for the reason that the statement, to wit, "Insect Powder, Inert Ingredients Stems Not Over 3%," borne on the said labels, was false and misleading, and by reason of the said statement the article was labeled and branded so as to deceive and mislead the purchaser, in that it represented that the article was pure insect powder and inert ingredients, stems, in a proportion not more than three per cent, that is to say, that it was composed wholly of the pulverized flower heads of a species or species of the chrysanthemum or pyrethrum plant having insecticidal properties and inert ingredients, stems, in a proportion not more than three per cent; whereas, in truth and in fact, it was not, but did contain in addition and was composed partially of the pulverized flower tissues of the field daisy.

Misbranding was alleged for the further reason that the article consisted partially of an inert substance, to wit, the pulverized flower tissues of the field daisy, which inert substance does not prevent, destroy, repel, or mitigate insects, and the name and percentage amount of the said inert ingredient so present therein was not stated plainly and correctly, or at all, on each or any label affixed to the tins containing the article; nor in lieu thereof were the names and percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the said inert ingredient so present therein stated plainly and correctly, or at all, on each or any label affixed to the said tins.

On October 19, 1923, a plea of nolo contendere was entered on behalf of the defendant company and the court imposed a fine of \$25.

C. F. MARVIN,
Acting Secretary of Agriculture.

903. Adulteration of "Skabcura." U. S. v. Nicotine Manufacturing Co. Plea of nolo contendere. Fine \$25 and costs. (I. & F. No. 989. Dom. No. 14100.)

On April 5, 1921, the United States Attorney for the Eastern District of Missouri, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against the Nicotine Manufacturing Company, a corporation, St. Louis, Mo., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about July 10, 1918, from the State of Missouri into the State of Wyoming, of a quantity of "Skabcura," which was an adulterated insecticide within the meaning of said act.

Adulteration of the article was alleged in the libel for the reason that the statements borne on each of the labels affixed to each of the bottles containing the said article, to wit, "SKABCURA * * * The contents of this bottle consists of 40 per cent pure NICOTINE and 60 per cent liquids inert to insects." and the statements borne on the labels affixed to each of the cartons containing the said bottles, to wit, "Skabcura * * * 40% Refined Nicotine * * * The Contents of this bottle consist of 40 per cent pure NICOTINE and 60 per cent liquids inert to insects."

purported and professed that the standard and quality of the article were such that it contained pure nicotine in the proportion of 40 per centum and that it contained inert substances, that is to say, substances or ingredients that do not prevent, repel, or mitigate insects, in the proportion of 60 per centum; whereas, the strength and purity of the said article fell below the said professed standard and quality under which it was sold, in that, in fact and in truth, it contained pure nicotine in a proportion of less than 40 per centum, and contained inert ingredients in a proportion of more than 60 per centum.

On November 1, 1921, a plea of nolo contendere to the information was entered on behalf of the defendant company and the court imposed a fine of \$25 and costs.

C. F. MARVIN,

Acting Secretary of Agriculture.

904. Adulteration and misbranding of "Key Brand Calcium Arsenate Powder." U. S. v. Interstate Chemical Co. Plea of guilty. Fine \$25. (I. & F. No. 1007. Dom. No. 15781.)

On June 1, 1921, the United States Attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against the Interstate Chemical Company, a corporation, Jersey City, N. J., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about June 3, 1920, from the State of New Jersey into the State of Georgia, of a quantity of "Key Brand Calcium Arsenate Powder," which was an adulterated and misbranded insecticide within the meaning of said act.

Adulteration of the article was alleged in the information for the reason that the statement, regarding the said article, to wit, "Arsenic in water soluble forms (as metallic) 0.75%," borne on the labels affixed to the drums containing the article, represented that its standard and quality were such that it contained arsenic in water soluble forms, expressed as metallic arsenic, which said substance is injurious to vegetation, in a proportion of not more than 0.75 per cent; whereas, the strength and purity of the article fell below the said professed standard and quality under which it was sold in that it contained arsenic in water soluble forms, expressed as metallic arsenic, in a proportion greater than 0.75 per cent.

Adulteration was alleged for the further reason that the article was intended for use on vegetation and contained a substance or substances, to wit, water soluble compound or compounds of arsenic, which rendered it injurious to certain vegetation, to wit, the cotton plant, when used thereon in accordance with the instructions borne on the labels.

Misbranding was alleged for the reason that the statements, regarding the article, to wit, "Arsenic in water soluble forms (as metallic) 0.75% * * * for the potato bug and some larger insects 2 to 3 pounds to 50 gallons is suggested. * * * Dry Dusting. Apply to plants directly by dusting or use commercial dusters,"

borne on the labels affixed to the said drums, were false and misleading and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the said article

contained arsenic in water soluble forms, expressed as metallic arsenic, in a proportion of not more than 0.75 per cent, that it could be used on all foliage in the method and manner and in the strength and proportion as recommended on the said labels, without injury to such foliage, and that it could be applied undiluted to all plants without injury to the foliage thereof, when used as a dust; whereas, it contained arsenic in water soluble forms, expressed as metallic arsenic, in a proportion greater than 0.75 per cent, it could not be used on all foliage in the method and manner and in the strength and proportion as recommended on the said labels, without injury to such foliage, and the said article could not be applied undiluted to all plants without injury to the foliage of many of such plants, when used as a dust.

On May 1, 1923, a plea of guilty to the information was entered on behalf of the defendant company and the court imposed a fine of \$25.

C. F. MARVIN,
Acting Secretary of Agriculture.

905. Adulteration and misbranding of "Monarch No. 1 Dip," "No. 1 Disinfectant," "Disinfectant," and "Disto Stock Dip." U. S. v. The Weigle Company, (Chemical Supply Company). Plea nolo contendere. Fine \$20 and costs. (L. & F. No. 1117. Dom. Nos. 16189, 16679, 16683, 16684, 16723, 16728, 16859.)

On April 1, 1922, the United States Attorney for the Northern District of Ohio, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against The Weigle Company, a corporation, trading under the name of the Chemical Supply Company, at Cleveland, Ohio, alleging shipment by said company, in violation of the Insecticide Act of 1910, in various consignments, namely, on or about March 25, 1921, from the State of Ohio into the State of Iowa, of a quantity of "Monarch No. Dip," on or about June 9 and June 21, 1921, respectively, from the State of Ohio into the State of Missouri of quantities of "Disinfectant," on or about June 18, 1921, from the State of Ohio into the State of Illinois, of a quantity of "No. 1 Disinfectant," and on or about June 2, 1921, from the State of Ohio into the State of New York of a quantity of "Disto Stock Dip," all of which were adulterated and misbranded insecticides and fungicides within the meaning of the said act, and on or about June 21, 1921, from the State of Ohio into the State of Massachusetts of a quantity of "No. 1 Disinfectant" and on or about July 6, 1921, from the State of Ohio into the State of Rhode Island, of a quantity of "Disinfectant" which were adulterated and misbranded fungicides within the meaning of said act. The product labeled "Monarch No. 1 Dip," the "No. 1 Disinfectant," consigned June 18, 1921 into Illinois, the two consignments of "Disinfectant" of June 9 and June 21, 1921, respectively, into Missouri, and the product labeled "Disto Stock Dip" were invoiced variously as "Coal Tar Dip and Disinfectant," or "C. T. Dip and Disinfectant," as the case might be.

Adulteration of the products invoiced as above was alleged in substance in the information for the reason that the respective statements, "Coal Tar Dip and Disinfectant" and "C. T. Dip and Disinfectant," borne on the said invoices are commonly and generally understood and accepted to mean and to apply to a mixture consisting entirely of oils derived and produced from coal tar, together with soluble agents, and by reason of the said common and general understanding and acceptance of the said statements the standard and quality of the articles were represented to be such that they consisted entirely of mixtures of oils derived and produced from coal tar, together with soluble agents, whereas, the strength and purity of the articles fell below the said professed standard and quality under which they were sold, in that, in fact and in truth they did not consist entirely of mixtures of oils derived and produced from coal tar, together with soluble agents, but did contain and did consist partially of a substance, to wit, oil of a paraffin nature, other than oils derived and produced entirely from coal tar.

Adulteration of the products invoiced as above was alleged for the further reason that a substance, to wit, oil of a paraffin nature, other than oils derived and produced from coal tar, had been substituted in part for the said articles.

Misbranding of the products invoiced as above was alleged in that by reason of the above quoted statements borne on the said invoices, and the said common and general understanding and acceptance of their meaning, the articles were represented to consist entirely of mixtures of oils derived and produced from coal tar, together with soluble agents; whereas, in fact and in truth, the said articles were not coal tar dips and disinfectants, but were mixtures derived

and produced from coal tar, together with soluble agents, and oil of a paraffin nature, and by reason of the said statements borne on the said invoices, and the said composition, the articles were imitations of and were offered for sale and sold under the names of other articles.

Adulteration of the products involved in the consignments of "No. 1 Disinfectant" into Massachusetts, and "Disinfectant," into Rhode Island, was alleged in the information for the reason that the statement, to wit, "Inert matter 8% water," borne on the shipping cases containing the former product, and the statement, to wit, "Inert matter 10% water," borne on the labels affixed to each of the barrels containing the latter product, purported and professed that the standard and quality of the said articles were such that they contained inert matter or substances, that is to say, substances that do not prevent, destroy, repel, or mitigate fungi, to wit, bacteria, in a proportion of not more than 8 per cent, or 10 per cent, as the case might be; whereas, the strength and purity of the articles fell below the professed standard and quality under which they were sold, in that, in fact and in truth, they did contain inert matter in proportions much greater than 8 per cent, or 10 per cent, as the case might be.

Misbranding of the products involved in the said consignments into Massachusetts and Rhode Island was alleged for the reason that they consisted of inert substances or ingredients, to wit, water and mineral oil, which said substances do not prevent, destroy, repel, or mitigate fungi, to wit, bacteria, and the names and percentage amounts of each and every one of the said inert substances or ingredients so present in the said articles were not stated plainly and correctly, or at all, on each or any label affixed to each or any of the containers of the articles; nor, in lieu of the names and percentage amounts of the said inert substances or ingredients, were the names and percentage amounts of each and every ingredient of the articles having fungicidal properties, and the total percentage of the said inert substances or ingredients so present in the articles, stated plainly and correctly, or at all, on each or any label borne on or affixed to each or any of the said containers.

Misbranding was alleged with respect to the "Disto Stock Dip," for the reason that the statements regarding the article, to wit, "Moore Bros. Disto Stock Dip * * * Ticks on Sheep—Use one part Dip to 125 parts water. Dip need not be heated. Dip entire animal; be sure it covers the head," borne on each of the labels affixed to each of the cans containing the article, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the said article, when used as directed, would be effective in the treatment of sheep for ticks; whereas, in fact and in truth, the said article, when used as directed, would not be effective in the treatment of sheep for ticks.

On March 29, 1923, a plea of nolo contendere to the information was entered on behalf of the defendant company and the court imposed a fine of \$20 and costs.

C. F. MARVIN,

Acting Secretary of Agriculture.

906. Adulteration and misbranding of "Fumi-Tact." U. S. v. Jonson Eureka Combination Spray Company. Plea of guilty. Fine \$25. (I. & F. No. 1126. Dom. No. 16572.)

On September 6, 1922, the United States Attorney for the Eastern District of Washington, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against the Jonson Eureka Combination Spray Company, a corporation, Yakima, Wash., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about April 27, 1921, from the State of Washington into the State of Oregon, of a quantity of "Fumi-Tact," which was an adulterated and misbranded insecticide within the meaning of said act.

Adulteration of the article was alleged in the information for the reason that the statements, to wit, "Nicotine Sulphate, 45.00%; Cyanide of Sodium, 12.38 * * *; Inert Ingredients, 20.34," borne on the labels affixed to each of the cans containing the said article, represented that its standard and quality were such that it contained nicotine sulphate in the proportion of not less than 45 per centum, cyanide of sodium in the proportion of not less than 12.38 per centum and inert ingredients, that is to say, substances that do not prevent, destroy, repel or mitigate insects, in the proportion of not more than 20.34 per centum; whereas, the strength and purity of the said article fell

below the professed standard and quality under which it was sold, in that, in fact and in truth, it contained nicotine sulphate in a proportion less than 45 per centum, cyanide of sodium in a proportion less than 12.38 per centum and inert ingredients in a proportion greater than 20.34 per centum.

Misbranding was alleged for the reason that the statements, to wit, "Nicotine Sulphate, 45.00%; Cyanide of Sodium, 12.38 * * *; Inert Ingredients, 20.34. A spray for all sucking and chewing insects such as * * * Red Spider, Leaf Roller * * * also very effective against Coddling Moth." borne on the said labels were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the article contained nicotine sulphate in the proportion of not less than 45 per centum, cyanide of sodium in the proportion of not less than 12.38 per centum and inert ingredients in the proportion of not more than 20.34 per centum, and that the article, when used as directed, would be an effective remedy against all sucking and chewing insects, red spiders, leaf rollers, and coddling moths; whereas, in fact and in truth, it contained nicotine sulphate in a proportion less than 45 per centum, cyanide of sodium in a proportion less than 12.38 per centum and inert ingredients in a proportion greater than 20.34 per centum, and the said article, when used as directed, would not be effective against all sucking insects, all chewing insects, red spiders, leaf rollers or coddling moths.

Misbranding was alleged for the further reason that the statement, to wit, "One Quart U. S. Standard Measure," borne on each of the said labels, represented that the contents of each of the said cans were, in terms of measure, one quart of the article; whereas the contents of each of the said cans were not correctly stated on the outside thereof, in that, in fact and in truth, the contents of each of the said cans were, in terms of measure, less than one quart of the said article.

Misbranding was alleged for the further reason that the article consisted partially of inert ingredients or substances, to wit, substances other than nicotine, sodium cyanide, phenols and neutral oils, which said inert substances do not prevent, destroy, repel or mitigate insects, and the name and percentage amount of each of the said inert substances or ingredients so present therein were not stated plainly and correctly on each or any label borne on or affixed to each or any of the cans containing the article; nor, in lieu thereof, were the names and the percentage amounts of each and every ingredient of the article having insecticidal properties, and the total percentage of the inert substances or ingredients so present therein, stated plainly and correctly on each or any label borne on or affixed to each or any of the said cans.

On May 29, 1923, a plea of guilty to the information was entered on behalf of the defendant company and the court imposed a fine of \$25.

C. F. MARVIN,

Acting Secretary of Agriculture.

907. Misbranding of "Ashe's Roachpepper." U. S. v. Tampa Drug Company. Plea of guilty. Fine \$25. (I. & F. No. 1128, Dom. No. 16046.)

On June 20, 1922, the United States Attorney for the Southern District of Florida, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against the Tampa Drug Company, a corporation, Tampa, Fla., alleging shipment by said company in violation of the Insecticide Act of 1910, on or about April 25, 1921, from the State of Florida into the State of Georgia, of a quantity of "Ashe's Roachpepper," which was a misbranded insecticide and fungicide within the meaning of said act.

Misbranding of the article was alleged in the information for the reason that the statements regarding the said article, to wit, "Ashe's Roachpepper Contains no poison * * *. For bed bugs, fleas, ants, and other vermin, mix a twenty-five cent box of Roachpepper in a quart of kerosene or turpentine * * *. Rub floors, shelves, woodwork, etc., with this same solution and it will kill all disease germs and bad odors and fleas * * *," borne on each of the labels affixed to the packages containing the said articles were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the said article contained no poison and that it would go into solution in kerosene or turpentine, and that the said article, when used as directed, would kill all disease germs and all bad odors; whereas, the said article

contained a poison, to wit, sodium fluoride, and the said article would not go into solution in kerosene or turpentine, nor would it, when used as directed, kill all disease germs or all bad odors.

Misbranding was alleged for the further reason that the statements, to wit, "ASHE'S ROACHPEPPER SURESHOT FOR INSECTS * * * Insects having no lungs * * * They feed on Ashe's Roachpepper * * * and it kills them all. * * * Ashe's Roachpepper contains no poison, has no odor and one application thoroughly made will rid any building of * * * fleas, silver bugs, moths, bed bugs, spiders, etc. * * * For roaches, black beetles, water bugs, etc. * * * For silver bugs and moths, sprinkle Roachpepper over carpets and rugs or between papers and place among clothes and furs and they will be safe from all destructive insects. For bed bugs, fleas, ants and other vermin, mix a twenty-five cent box of Roachpepper in a quart of kerosene or turpentine * * * Rub floors, shelves, woodwork etc., with this same solution * * * fleas and ants and the smallest forms of vermin will stay out of your homes."

borne on each of the said labels, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the article, when used as directed, would be effective against all insects, would be effective against fleas, silver bugs, moths, bed bugs, spiders, and all insects that might be included under the abbreviation "etc.," and that it would be effective against ants, all destructive insects and all other vermin; whereas, the said article, when used as directed, would not be effective against all insects, would not be effective against fleas, silver bugs, moths, bed bugs, spiders, or all insects that might be included under the abbreviation "etc.," and it would not be effective against ants, all destructive insects or all other vermin.

Misbranding was alleged for the further reason that the article consisted partially of inert substances, to wit, substances other than sodium fluoride, which said inert substances do not prevent, destroy, repel, or mitigate insects or fungi, and the names and percentage amounts of each and every one of the said inert substances so present therein were not stated plainly or correctly, or at all, on each or any label borne on or affixed to each or any of the packages containing the said article; nor, in lieu thereof, were the names and percentage amounts of each and every ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert substances or ingredients so present therein stated plainly and correctly, or at all, on each or any label borne on or affixed to each or any of the said packages.

On March 3, 1923, a plea of guilty was entered on behalf of the defendant company and the court imposed a fine of \$25.

C. F. MARVIN,

Acting Secretary of Agriculture.

908. Misbranding of "Hick's Licekill." U. S. v. Charles M. Hick (Charles M. Hick & Co.). Plea of guilty. Fine \$25. (I. & F. No. 1167. Dom. No. 17159.)

On July 9, 1923, the United States Attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against Charles M. Hick, trading as Charles M. Hick and Co., Chicago, Ill., alleging shipment by said defendant, in violation of the Insecticide Act of 1910, on or about March 2, 1922, from the State of Illinois into the State of Wisconsin, of a quantity of "Hick's Licekill," which was a misbranded insecticide within the meaning of said act.

Misbranding of the article was alleged in the information for the reason that the statements regarding the said article, to wit,

"HICK'S LICEKILL. This remedy acts as a parasiticide to lice, mites, and such parasites as infest chickens and fowls. Add one-half teaspoonful of the liquid to two gallons of the fowls' drinking water. To obtain best results it is essential that the fowls be kept from water which has not had this lice killer added. Where fowls are especially lousy and infested Licekill should be used for a period of from six to eight days and the treatment again resumed in two weeks for the same length of time. After this it will be necessary only to treat them once or twice a month for a duration of two to three days. Roosting places should at all times be kept clean and well ventilated or otherwise

the fowls may become easily reinfested. This treatment tends to render the fowls free from vermin and at the same time tends to act as a body builder." borne on the labels affixed to each of the bottles containing the article were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the article, when used as directed, would be effective against chicken lice, chicken mites and all parasites that infest chickens and other fowls; whereas, in fact and in truth, it would not.

Misbranding was alleged for the further reason that the statements regarding the said article, to wit,

"LICE KILLER. A recent discovery promises to revolutionize and replace all the methods accepted up to now for keeping poultry free from lice and mites. No more dusting or spraying, no fuss or bother taking up time and energy. This wonderful lice killer keeps the birds always lice free without the poultry raiser doing any work. It is the simplest, easiest, surest and best method ever discovered. * * *

"Every poultry raiser knows the trouble lice and mites cause. They decrease the egg yield, reduce gains, injure the health, make the birds easy prey to disease, and are poultry's greatest pest. Absolute and permanent freedom from these profit-stealing parasites are guaranteed by this new method.

"Hick's Licekill which is the name of the sensational lice killer is a liquid that is added to the drinking water (or feed can be soaked in a solution of it). The medicine taken into the system of the bird comes out through the pores and every louse or mite dies or leaves the body. * * *

"A few day's treatment at the start gets rid of every louse and then a little in the drinking water one or two days a month and the flock is kept permanently lice free. * * *

"Mr. Hick guarantees that this wonderful liquid will rid your flock of every louse or mite and that he is offering every poultry raiser the opportunity of trying it out without any risk."

borne in each of the circulars accompanying the article were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the said article, when used as directed, would be effective against lice, and would be effective against chicken lice and mites; whereas, in fact and in truth, it would not.

Misbranding was alleged for the further reason that the article consisted completely of inert substances, that is to say, substances that do not prevent, destroy, repel or mitigate insects, and the name and percentage amount of each and every one of the said inert substances or ingredients, so present in the said article, were not stated plainly and correctly, or at all, on each or any label borne on or affixed to each or any of the bottles containing the said article.

On December 27, 1923, the defendant entered a plea of guilty to the information and the court imposed a fine of \$25.

C. F. MARVIN,

Acting Secretary of Agriculture.

909. Adulteration and misbranding of "Bordeaux-Paris Green Mixture."
U. S. v. Nitrate Agencies Co. Plea of guilty. Fine \$25. (1. & F. No. 1173. Dom. No. 17052.)

On September 12, 1922, the United States attorney for the District of New Jersey, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against the Nitrate Agencies Company, a corporation, trading at Bayonne, N. J., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about April 14, 1921, from the State of New Jersey into the State of New Hampshire, of a quantity of "Naco" Brand Bordeaux-Paris Green Mixture, which was an adulterated and misbranded insecticide and fungicide within the meaning of said act.

Adulteration of the article was alleged in the information for the reason that the statements regarding the said article, to wit, "Paris Green, 30% * * *; Arsenious Oxide, 17%; Copper Oxide, not less than 18%" borne on the labels affixed to the packages containing the said article, represented that the standard and quality of the article were such that it contained Paris Green in a proportion of not less than 30 per cent. arsenious oxide in a proportion of not less than 17 per cent and copper oxide in a proportion not less than 18

per cent; whereas, the strength and purity of the article fell below the professed standard and quality under which it was sold, in that it contained Paris green in a proportion less than 30 per cent, arsenious oxide in a proportion less than 17 per cent and copper oxide in a proportion less than 18 per cent.

Adulteration was alleged for the further reason that the statement regarding the article, to wit, "Bordeaux-Paris Green Mixture," borne on each of the said labels, represented that the said article was composed solely of a mixture of Bordeaux mixture and Paris green; whereas, in fact and in truth, it was not, but another substance, to wit, calcium arsenate, was substituted in part for the article.

Misbranding was alleged for the reason that the statements, to wit, "Bordeaux-Paris Green Mixture * * *; Paris Green, 30% * * *; Arsenious Oxide, 17%; Copper Oxide not less than 18%," borne on each of the said labels, were false and misleading and by reason of the said statements the article was labeled so as to deceive and mislead the purchaser, in that they represented that the article contained Paris green in a proportion of not less than 30 per cent, arsenious oxide in a proportion of not less than 17 per cent, and copper oxide in a proportion of not less than 18 per cent, and that it consisted solely of a mixture of Bordeaux mixture and Paris green; whereas, in fact and in truth, the said article contained Paris green in a proportion less than 30 per cent, arsenious oxide in a proportion less than 17 per cent and copper oxide in a proportion less than 18 per cent, and it did not consist solely of a mixture of Bordeaux mixture and Paris green, but did consist of and did contain Bordeaux mixture, Paris green and calcium arsenate.

Misbranding was alleged for the further reason that the article was an insecticide and fungicide other than Paris green and lead arsenate, containing arsenic in water-soluble form and did not have the amount thereof, expressed as per centum of metallic arsenic, stated on the labels.

Misbranding was alleged for the further reason that the article consisted partially of inert substances, to wit, substances other than copper of Bordeaux mixture, Paris green and calcium arsenate, which inert substances do not prevent, destroy, repel or mitigate insects or fungi, and did not have the name and percentage amount of each, and every one of the said inert substances so present therein stated plainly and correctly on each or any label affixed to each or any of the packages containing the article; nor, in thereof, were the name and percentage amount of each and every substance or ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the said inert substances or ingredients so present therein stated plainly and correctly on each or any label affixed to each or any of the said packages.

On October 2, 1922, a plea of guilty to the information was entered on behalf of the defendant company and the court imposed a fine of \$25.

C. F. MARVIN,

Acting Secretary of Agriculture.

910. Adulteration and misbranding of "Kellogg's Ant Paste." U. S. v. Sylvanus H. Kellogg. (Kellogg Ant Paste Co.) Plea of guilty. Fine \$100. (I. & F. No. 1184. Dom. No. 17574.)

On May 23, 1923, the United States Attorney for the Southern District of California, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against Sylvanus H. Kellogg, trading as the Kellogg Ant Paste Company, Los Angeles, Calif., alleging shipment by said defendant, in violation of the Insecticide Act of 1910, on or about April 14, 1922, from the State of California into the State of Washington, of a quantity of "Kellogg's Ant Paste," which was an adulterated and misbranded insecticide within the meaning of said act.

Adulteration of the article was alleged in the libel for the reason that the statements, to wit "Active Ingredient. Arsenious Oxide 10.32 Per Cent. Inert Ingredients 89.68 Per Cent. Total Arsenic (expressed as per centum of Metallic Arsenic) 7.82 Per Cent. Arsenic in water soluble forms (expressed as per centum of Metallic Arsenic) 7.82 Per Cent." borne on the labels affixed to the bottles containing the article, represented that the standard and quality of the said article were such that it contained arsenious oxide in the proportion of not less than 10.32 per cent, contained arsenic, expressed as per centum of metallic arsenic, in the proportion of not less than 7.82 per cent, contained arsenic in water soluble forms, expressed as per centum of metallic arsenic, in

the proportion of not less than 7.82 per cent, and contained inert ingredients, that is to say, substances that do not prevent, destroy, repel or mitigate insects, in the proportion of not more than 89.68 per cent; whereas, the strength and purity of the said article fell below the professed standard and quality under which it was sold, in that it contained arsenious oxide in a proportion less than 10.32 per cent, it contained arsenic, expressed as per centum of metallic arsenic, in a proportion less than 7.82 per cent, it contained arsenic in water soluble forms, expressed as per centum of metallic arsenic, in a proportion less than 7.82 per cent and it contained inert ingredients in a proportion greater than 89.68 per cent.

Misbranding of the article was alleged for the reason that the above quoted statements borne on the labels affixed to the said bottles were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the article contained arsenious oxide in the proportion of not less than 10.32 per cent, contained arsenic expressed as per centum of metallic arsenic, in the proportion of not less than 7.82 per cent, contained arsenic in water soluble forms, expressed as per centum of metallic arsenic, in the proportion of not less than 7.82 per cent and contained inert ingredients, that is to say, substances that do not prevent, destroy, repel, or mitigate insects, in the proportion of not more than 89.68 per cent; whereas, the said article contained arsenious oxide in a proportion less than 10.32 per cent, it contained arsenic, expressed as per centum of metallic arsenic, in a proportion less than 7.82 per cent, it contained arsenic in water soluble forms, expressed as per centum of metallic arsenic, in a proportion less than 7.82 per cent, and it contained inert ingredients, in a proportion greater than 89.68 per cent.

On July 23, 1923, the defendant entered a plea of guilty to the information and the court imposed a fine of \$100.

C. F. MARVIN.

Acting Secretary of Agriculture.

911. Adulteration and misbranding of "Arsenate of Calcium." U. S. v. Acme White Lead & Color Works. Plea of nolo contendere. Fine \$25. (I. & F. No. 1185. Dom. No. 16787.)

On October 26, 1923, the United States Attorney for the District of Massachusetts, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against the Acme White Lead & Color Works, a corporation, trading at Boston, Mass., alleging shipment by said company, in violation of the Insecticide Act of 1910, from the State of Massachusetts into the State of North Carolina, of a quantity of "Arsenate of Calcium," which was an adulterated and misbranded insecticide within the meaning of said act.

Adulteration of the article was alleged in the information for the reason that the statements regarding the article, to wit, "70% Active Ingredient: Calcium Arsenate; 30% Inert Ingredients Total Arsenic (expressed as percentum of Metallic Arsenic) not less than 26.1%; equivalent to 40% Arsenic Oxide," borne on each of the labels affixed to each of the packages containing the article, purported and represented that the standard and quality of the article were such that it contained calcium arsenate in the proportion of not less than 70 per cent, contained total arsenic, expressed as percentum of metallic arsenic, in the proportion of not less than 26.1 per cent, contained total arsenic, expressed as percentum of arsenic oxide, in the proportion of not less than 40 per cent, and contained inert ingredients, that is to say, substances that do not prevent, destroy, repel, or mitigate insects, in the proportion of not more than 30 per cent; whereas, the strength and purity of the article fell below the professed standard and quality under which it was sold, in that, in fact and in truth, it contained calcium arsenate in a proportion less than 70 per cent, contained total arsenic, expressed as percentum of metallic arsenic, in a proportion less than 26.1 per cent, contained total arsenic, expressed as percentum of arsenic oxide, in a proportion less than 40 per cent and contained inert ingredients in a proportion greater than 30 per cent.

Adulteration was alleged for the further reason that the article was intended for use on vegetation, to wit, the cotton and tobacco plants, and when applied to the cotton and tobacco plants in the strength and proportion and in the method and manner as directed, the said article would be injurious to such vegetation.

Misbranding was alleged for the reason that the statements to wit, "70% Active Ingredient: Calcium Arsenate; 30% Inert Ingredients; Total Arsenic (expressed as percentum of metallic Arsenic) not less than 26.1%; equivalent to 40% Arsenic Oxide," and "Arsenic in water Soluble form (expressed as percentum of Metallic Arsenic) not more than 0.5%; equivalent to 0.75% Arsenic Oxide," borne on each of the labels affixed to the said packages, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the said article contained calcium arsenate in the proportion of not less than 70 per cent, contained total arsenic, expressed as percentum of metallic arsenic, in the proportion of not less than 26.1 per cent, contained total arsenic, expressed as percentum of arsenic oxide, in the proportion of not less than 40 per cent, contained inert ingredients in the proportion of not more than 30 per cent, contained arsenic in water soluble form, expressed as percentum of metallic arsenic, in the proportion of not more than five tenths of one per cent and contained arsenic in water soluble form, expressed as percentum of arsenic oxide, in the proportion of not more than seventy-five hundredths of one per cent; whereas, in fact and in truth, the said article contained calcium arsenate in a proportion less than 70 per cent, contained total arsenic, expressed as percentum of metallic arsenic, in a proportion less than 26.1 per cent, contained total arsenic expressed as percentum of arsenic oxide, in a proportion less than 40 per cent, contained inert ingredients in a proportion greater than 30 per cent, contained arsenic in water soluble form, expressed as percentum of metallic arsenic, in a proportion greater than five-tenths of one per cent, and contained arsenic in water soluble form, expressed as percentum of arsenic oxide, in a proportion greater than seventy-five hundredths of one per cent.

Misbranding was alleged for the further reason that the statements regarding the article, to wit, "Guaranteed when packed to meet specifications of Bureau of Entomology, U. S. Department of Agriculture, for cotton boll weevil poisoning," * * * Dry Dusting for Cotton Boll Weevil—Use calcium arsenate as it comes from the package, without a carrier. Dry Dusting for Potatoes, Tobacco and Certain Vegetable Crops—Thoroughly mix one pound of Calcium Arsenate with two or three pounds of hydrated lime," and "Wet Spraying—Use $\frac{3}{4}$ to 1 pound to 50 gallons of spray. Unless used with Lime-Sulphur or Bordeaux Mixture, always add milk of lime made by slaking 2 or 3 pounds of stone lime to each 50 gallons of water or diluted spray," borne on each of the labels affixed to the said packages, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the article, when packed, met the specifications of the Bureau of Entomology, United States Department of Agriculture, for cotton boll weevil poisoning, that when used as directed it could be safely applied to and used on the cotton plant and tobacco plant, and could be safely applied and used in the general spraying of plants; whereas, in fact and in truth, the said articles, when packed, did not meet the specifications of the Bureau of Entomology, United States Department of Agriculture, for cotton boll weevil poisoning, and when used as directed, it could not be safely applied to or used on the cotton plant or the tobacco plant, but such use would be injurious to the foliage of the cotton plant and the tobacco plant, and it could not be safely applied and used in the general spraying of plants, but would be injurious to the foliage of many plants.

On November 19, 1923, a plea of nolo contendere to the information was entered on behalf of the defendant company and subsequently the court imposed a fine of \$25.

C. F. MARVIN,
Acting Secretary of Agriculture.

912. Adulteration and misbranding of "Creseptol." U. S. v. Central City Chemical Co. Plea of guilty. Fine \$25. (I. & F. No. 1190. Dom. No. 16697.)

On July 9, 1923, the United States Attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against the Central City Chemical Company, a corporation, Chicago, Ill., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about June 24, 1921, from the State of Illinois, into the State of Colorado, of a quantity of "Creseptol," which was an adulterated and misbranded fungicide within the meaning of said act.

Adulteration of the article was alleged in the information for the reason that the statement, to wit, "Inert Ingredient (Water) 15%," borne on the label affixed to the can containing the said article, represented that its standard and quality were such that it contained an inert ingredient or substance, to wit, water, that is to say, a substance that does not prevent, destroy, repel or mitigate fungi, in the proportion of not more than 15 per cent; whereas, the strength and purity of the said article fell below the professed standard and quality under which it was sold, in that, in fact and in truth, it contained water in a proportion greater than 15 per cent.

Adulteration was alleged for the further reason that the statement, to wit, "Liquor—Cresolis—Compositus," borne on the said label, represented that the article was of the composition of *liquor cresolis compositus* as described in the Pharmacopoeia of the United States; whereas, in truth and in fact, it was not, but certain other substances, to wit, animal fatty soap, coal tar neutral oils and water, had been substituted in part for the said article.

Misbranding was alleged for the reason that the statements regarding the said article, to wit, "Inert Ingredient (Water) 15%" and "Liquor—Cresolis—Compositus," borne on the said label, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the said article contained water in the proportion of not more than 15 per cent, and that it was of the composition of *liquor cresolis compositus* as described in the Pharmacopoeia of the United States; whereas, the said article contained water in a proportion greater than 15 per cent and it was not of the composition of *liquor cresolis compositus* as described in the said Pharmacopoeia but contained animal fatty soap instead of linseed oil soap and contained an excess of water and an excess of coal tar neutral oils.

Misbranding was alleged for the further reason that the article consisted partially of an inert substance, to wit, water, that is to say, a substance that does not prevent, destroy, repel, or mitigate fungi, and the name and percentage amount of the said inert substance so present therein were not stated plainly and correctly on the label affixed to the can containing the said article; nor, in lieu thereof, were the name and percentage amount of each and every substance or ingredient of the article having fungicidal properties, and the total percentage of the inert substances so present in the article, stated plainly and correctly on the label affixed to the said can.

On October 26, 1923, a plea of guilty to the information was entered on behalf of the defendant company and the court imposed a fine of \$25.

C. F. MARVIN,

Acting Secretary of Agriculture.

913. Adulteration and misbranding of "Liquor Cresolis Compositus, U. S. P." U. S. v. U. S. Sanitary Specialties Corporation. Plea of guilty. Fine \$25. (I. & F. No. 1191. Dom. No. 17429.)

On July 9, 1923, the United States Attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against the U. S. Sanitary Specialties Corporation, a corporation, Chicago, Ill., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about April 19, 1922, from the State of Illinois into the State of Minnesota, of a quantity of "Liquor Cresolis Compositus, U. S. P.," which was an adulterated and misbranded fungicide within the meaning of said act.

Adulteration of the article was alleged in the information for the reason that the words and letters regarding the article, to wit, "Liquor Cresolis Compositus, U. S. P." borne on each of the labels affixed to the cans containing the said article, represented that the standard and quality of the article were equal to the standard and quality of *liquor cresolis compositus* as described in the Pharmacopoeia of the United States; whereas, the strength and purity of the article fell below the professed standard and quality under which it was sold, in that, in fact and in truth, it was of weaker strength than *liquor cresolis compositus* as described in the said Pharmacopoeia, in that it contained an excess of water.

Misbranding was alleged for the reason that the words and letters, to wit, "Liquor Cresolis Compositus, U. S. P." borne on each of the said labels, were false and misleading, and by reason of the said words and letters the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the article was of the required strength for *liquor cresolis*

compositus as described in the Pharmacopoeia of the United States; whereas, in fact and in truth, it was not, but did contain an excess of water.

Misbranding was alleged for the further reason that the article consisted partially of an inert substance or ingredient, to wit, water, that is to say, a substance that does not destroy, prevent, repel or mitigate fungi, and the name and percentage amount of the said inert substance or ingredient so present therein were not plainly and correctly, or at all, stated on each or any label borne on or affixed to each or any of the cans containing the said article; nor, in lieu thereof, were the name and percentage amount of each and every substance or ingredient of the article having fungicidal properties, and the total percentage of the inert substances or ingredients so present therein stated plainly and correctly, or at all, on each or any label borne on or affixed to each or any of the said cans.

On July 20, 1923, a plea of guilty to the information was entered on behalf of the defendant company and the court imposed a fine of \$25.

C. F. MARVIN,

Acting Secretary of Agriculture.

914. Adulteration and misbranding of "Dry Powdered Arsenate of Calcium." U. S. v. 1300 Packages of "Dry Powdered Arsenate of Calcium." Consent decree of condemnation and forfeiture. Product released under bond. (I. & F. No. 1192. S. No. 146.)

On April 5, 1923, the United States Attorney for the Eastern District of Louisiana, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, a libel praying condemnation and forfeiture of 1300 packages of "Dry Powdered Arsenate of Calcium." It was alleged in the libel that the article was contained in packages, 1200 of which purported to contain one pound each, and 100 of which purported to contain five pounds each, that it had been shipped on or about August 9, 1922, by the Glidden Company, Cleveland, Ohio, from the State of Ohio into the State of Louisiana, and that having been so transported it remained unsold at New Orleans, La., and that it was an adulterated and misbranded insecticide within the meaning of the Insecticide Act of 1910.

Adulteration of the article was alleged in the libel for the reason that the statements regarding the said article, to wit,

"Active Ingredients: Calcium Arsenate (not less than), 71.0%; Inert Ingredients (not more than), 29.0%; Total Arsenic (as metallic) (not less than), 27.3%; Arsenic Oxide (As_2O_3) (not less than) 42.0%."

borne on the labels affixed to packages containing the said article purported and professed that the standard and quality of the article were such that it contained calcium arsenate in a proportion of not less than 71 per cent, contained total arsenic, expressed as metallic arsenic, in a proportion of not less than 27.3 per cent, contained arsenic oxide (As_2O_3) in a proportion of not less than 42 per cent and contained inert ingredients, that is to say, substances that do not prevent, destroy, repel or mitigate insects, in a proportion of not more than 29 per cent; whereas, the strength and purity of the said article fell below the professed standard and quality under which it was sold, in that it contained calcium arsenate in a proportion less than 71 per cent, contained total arsenic, expressed as percentum of metallic arsenic, in a proportion less than 27.3 per cent, contained arsenic oxide (As_2O_3) in a proportion less than 42 per cent and contained inert ingredients in a proportion greater than 29 per cent.

Adulteration was alleged for the further reason that the article was intended for use on vegetation, to wit, cotton plants, tobacco plants, apple trees, shade trees and shrubbery, and when so used upon and applied to cotton plants, tobacco plants, apple trees, and certain shade trees and shrubbery in the method and manner and in the strength and proportion as directed, the said article would cause serious injury to such plants, trees and shrubbery.

Misbranding was alleged for the reason that the above-quoted statements borne on the labels affixed to each of the said packages, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the article contained total arsenic, expressed as percentum of metallic arsenic, in a proportion of not less than 71 per cent, calcium arsenate in a proportion of not less than 27.3 per cent, arsenic oxide (As_2O_3) in a proportion of not less than 42 per cent, and contained inert ingredients, that is to say, substances that do not prevent, destroy, repel or mitigate insects, in a proportion of not more than 29 per cent; whereas, the said article contained

calcium arsenate, total arsenic expressed as percentum of metallic arsenic, and arsenic oxide, in proportions less than declared in the said statements, and contained inert ingredients in a proportion greater than so declared.

Misbranding was alleged for the further reason that the statement, to wit, "Arsenic in water soluble form (as metallic) (not more than) 1.0%," borne on the labels affixed to each of the said packages, was false and misleading, and by reason of the said statement the said article was labeled and branded so as to deceive and mislead the purchaser, in that it represented that the article contained arsenic in water soluble form, expressed as percentum of metallic arsenic, in a proportion not more than one per cent; whereas, the said article contained arsenic in water soluble form, expressed as per centum of metallic arsenic, in a proportion greater than one per cent.

Misbranding was alleged for the further reason that the statements, to wit, "Apple, Pear, and Seed Fruit—From $\frac{1}{2}$ to $\frac{3}{4}$ Lb. to 50 gallons of water will give splendid results. * * * Shade trees, Shrubbery, Etc.—From 1 to 2 Lbs. to 50 gallons of water will effectively control most leaf-eating insects. * * * Tobacco—Use the Powder at the rate of 3 to 4 Lbs. per acre. Cotton—For dry dusting use at the rate of 4 to 5 Lbs. per acre." borne on the labels affixed to the said packages, were false and misleading, and by reason of the said statements the article was labeled so as to deceive and mislead the purchaser, in that they represented that the article, when used as directed, might be safely applied to the foliage of apple trees and all seed fruit, all shade trees and shrubbery, and to the tobacco plant, and as a dust on the cotton plant; whereas, the said article, when used as directed, could not be safely applied to the foliage of apple trees, to all shade trees and shrubbery, and to the tobacco plant, but such use would be seriously injurious to the foliage of apple trees, to certain shade trees and shrubbery and to tobacco plants, and the said article could not be applied as a dust to the cotton plant, but such use would be seriously injurious to the foliage of such cotton plants.

On April 23, 1923, the Glidden Company, Cleveland, Ohio, having appeared as claimant for the property and having consented to the entry of a decree, judgment of condemnation and forfeiture was entered and it was ordered by the court that the product should be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$500, in conformity with Section 10 of the act.

C. F. MARVIN,

Acting Secretary of Agriculture.

915. Misbranding of "Salux Roach and Ant Powder." U. S. v. Washington Soap Products Co. Plea of guilty. Fine \$25. (I. & F. No. 1193. Dom. No. 17595.)

On September 20, 1923, the United States Attorney for the Western District of Washington, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against the Washington Soap Products Co., a corporation, trading at the time of the shipment referred to herein as the Salux Laboratories, Inc., Seattle, Wash., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about June 14, 1922, from the State of Washington into the State of Idaho, of a quantity of "Salux Roach and Ant Powder," which was a misbranded insecticide within the meaning of said act.

Misbranding of the article was alleged in the information for the reason that the statement regarding the article, to wit, "A Scientific and Highly Efficient Powder for the Instant Destruction of * * * Flies," borne on each of the labels affixed to the cans containing the article, was false and misleading, and by reason of the said statement the article was labeled and branded so as to deceive and mislead the purchaser, in that it represented that the said article, when used as directed, would be effective against flies; whereas, in fact and in truth, the said article, when used as directed, would not be effective against flies.

Misbranding was alleged for the further reason that the article consisted partially of inert substances, or ingredients, to wit, substances other than sodium fluoride, that is to say, substances that do not prevent, destroy, repel or mitigate insects, and the name and percentage amount of each and every one of the inert substances or ingredients so present therein were not stated plainly and correctly, or at all, on each or any label borne on or affixed to each or any of the cans containing the article; nor, in lieu thereof, were the name and percentage amount of the active ingredient, that is to say, a substance that does prevent, destroy, repel or mitigate insects, and

the total percentage of the inert substances so present therein, stated plainly and correctly, or at all, on each or any label borne on or affixed to each or any of the said cans.

On November 27, 1923, a plea of guilty to the information was entered on behalf of the defendant company and the court imposed a fine of \$25.

C. F. MARVIN,

Acting Secretary of Agriculture.

916. Misbranding of "Phenolene." U. S. v. Sherwin-Williams Co. Plea of guilty. Fine \$25. (I. & F. No. 1165. Dom. No. 17364.)

On July 9, 1923, the United States Attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against the Sherwin-Williams Company, a corporation trading at Chicago, Ill., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about February 6, 1922, from the State of Illinois into the State of Missouri, of a quantity of "Phenolene," which was a misbranded insecticide and fungicide within the meaning of said act.

Misbranding of the article was alleged in the information for the reason that the statements regarding the said article, to wit,

"Cattle and Horses—For * * * mange, spray or dip in one part Phenolene to 60 parts water. * * * Swine—For cholera. Disinfect pens, barns, lots, sheds, etc., with one part Phenolene to 75 parts water. * * * Mange—One part Phenolene to 60 parts water. Dogs—For * * *, mange. Dip or wash animal in one part Phenolene to 75 parts water. Repeat in eight days. Distemper—Spray kennels with one part Phenolene to 100 parts water. * * * General Disinfection—Around sinks, cesspools, sewers, drains, barns, etc., use Phenolene one part to 100 parts water."

borne on the labels affixed to the cans containing the article were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the said article, when used as directed, would be effective against all types and varieties of mange on cattle, horses, swine and dogs, would be effective in the treatment of all types and varieties of sores, and in the treatment of distemper in dogs, would be effective in disinfecting for hog cholera, and would be effective as a disinfectant around sinks, cesspools, sewers, drains, barns, etc., whereas, in fact and in truth, it would not.

On November 13, 1923, a plea of guilty to the information was entered on behalf of the defendant company and the court imposed a fine of \$25.

C. F. MARVIN,

Acting Secretary of Agriculture.

917. Misbranding of "Cotto-Waxo Disinfectant Dip." U. S. v. Cotto-Waxo Company. Plea of guilty. Fine \$75, and costs. (I. & F. No. 1199. Dom. No. 17739.)

On August 17, 1923, the United States Attorney for the Eastern District of Missouri, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Cotto-Waxo Company, a corporation, St. Louis, Mo., alleging shipment by said company in violation of the Insecticide Act of 1910, on or about July 17, 1922, from the State of Missouri into the State of Iowa, of a quantity of "Cotto-Waxo Disinfectant Dip," which was a misbranded insecticide and a fungicide within the meaning of said act.

Misbranding of the article was alleged in the information for the reason that the statements, to wit, "Cotto-Waxo Disinfectant Dip For Horses, Cattle, Sheep, Swine and other Live Stock * * * Kills * * * Mites. * * * Excellent for the treatment of Scab, Mange, Wounds, Bruises, etc. * * * For Sores, Sprains, Etc. Increase strength of solution by adding additional spoonful of disinfectant dip and thoroughly saturate sore or injury." borne on each of the labels affixed to each of the cans containing the said article were false and misleading, and by reason of the said statements the said article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the article, when used and applied as directed, would kill all types and varieties of mites on horses, cattle, sheep, swine and other live stock, would be effective in the treatment of all types and varieties of scab on cattle, would be effective in the treatment of all types and varieties of mange and bruises, and in the treatment of all conditions indicated by the

termination "etc." in horses, cattle, sheep, swine and other live stock, and that it would be effective in the treatment of all types and varieties of sores, in the treatment of all sprains and all kinds of injuries; whereas, in truth and in fact it would not.

On September 28, 1923, a plea of guilty to the information was entered on behalf of the defendant company and the court imposed a fine of \$75 and costs.

C. F. MARVIN.

Acting Secretary of Agriculture.

918. Adulteration and misbranding of "Key-Dry Arsenate of Lead." U. S. v. Interstate Chemical Company. Plea of guilty. Fine \$50. (I. & F. No. 1202. Dom. No. 17137.)

On October 25, 1923, the United States Attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Interstate Chemical Company, Jersey City, N. J., alleging shipment by said company, in violation of the Insecticide Act of 1910, on March 8, 1922, from the State of New York into the State of Connecticut, of a quantity of "Key-Dry Arsenate of Lead," which was an adulterated and misbranded insecticide within the meaning of said act.

Adulteration of the article was alleged in the information for the reason that the statement, to wit, "Arsenate of Lead," borne on the labels affixed to the cartons containing the said article, purported and represented that the standard and quality of the article were such that it consisted of pure lead arsenate; whereas, the purity of the said article fell below the professed standard and quality under which it was sold, in that it did not consist of pure lead arsenate, but did consist of a mixture of lead arsenate, calcium arsenate, calcium carbonate and siliceous material.

Adulteration was alleged for the further reason that the statement, to wit, "Arsenate of Lead," borne on each of the labels affixed to the said cartons, purported and represented that the article consisted of pure lead arsenate; whereas, it did not consist of pure lead arsenate, but other substances, to wit, calcium arsenate, calcium carbonate and siliceous material were substituted in part for lead arsenate.

Adulteration was alleged for the further reason that the article was intended for use on vegetation and the said article, when so used as directed upon certain vegetation, would be injurious to such vegetation.

Misbranding was alleged for the reason that the statement, "Arsenate of Lead," borne on each of the labels affixed to the said cartons, was false and misleading, and by reason of the said statement the article was labeled and branded so as to deceive and mislead the purchaser, in that it purported and represented that the said article consisted of pure lead arsenate; whereas, it did not consist of pure lead arsenate, but did consist of a mixture of lead arsenate, calcium arsenate, calcium carbonate and siliceous material.

Misbranding was alleged for the further reason that the article contained arsenic in combination or combinations thereof and contained arsenic in combination or combinations thereof and in water-soluble form, and the total amount of arsenic present, and the amount of arsenic in water-soluble form, expressed as percentum of metallic arsenic, were not stated on each or any of the labels affixed to the said cartons.

Misbranding was alleged for the further reason that the statement regarding the article, to wit, "Contains over 30% Arsenic Oxide, of which less than $\frac{1}{4}$ of 1% is soluble in water," borne on each of the labels affixed to each of the said cartons, was false and misleading, and by reason of the said statement the article was labeled and branded so as to deceive and mislead the purchaser, in that it represented that the said article contained arsenic in water-soluble form in a proportion less than three-fourths of one per cent, expressed as arsenic oxide; whereas, it contained arsenic in water-soluble form in a proportion greater than three-fourths of one per cent, expressed as arsenic oxide.

Misbranding was alleged for the further reason that the statements, regarding the article, to wit, "For Dry Dusting * * * For vegetables use equal proportions of Key-Dry and superfine sulphur or air-slacked lime. May also be used as a dust just as it comes from the package," borne on the said labels, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they purported and represented that the said article, when applied as a dust as directed, might be safely used on all vegetables; whereas, the said article, when

applied as a dust as directed, would be injurious to the foliage of certain vegetation.

Misbranding was alleged for the further reason that the article consisted partially of inert substances, to wit, substances other than lead arsenate and calcium arsenate, which inert substances do not prevent, destroy, repel, or mitigate insects, and the name and percentage amount of each and every one of such inert substances or ingredients so contained therein were not stated plainly and correctly on each or any of the labels affixed to the cartons containing the said article; nor, in lieu thereof, were the name and percentage amount of each and every ingredient of the said article having insecticidal properties, and the total percentage of the inert substances or ingredients so present in the article stated plainly and correctly, or at all, on each or any label affixed to each or any of the said cartons.

On November 9, 1923, a plea of guilty to the information was entered on behalf of the defendant company and the court imposed a fine of \$50.

C. F. MARVIN,
Acting Secretary of Agriculture.

919. Adulteration and misbranding of "Tree Powder." U. S. v. William C. Thompson (W. C. Thompson & Company). Plea of guilty. Fine \$25. (I. & F. No. 1205. Dom. Nos. 17557, 17594.)

On August 31, 1923, the United States Attorney for the District of Oregon, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against William C. Thompson, trading as W. C. Thompson & Company, Portland, Ore., alleging shipment by said company, in violation of the Insecticide Act of 1910, in two consignments, namely on or about April 27 and May 1, 1922, respectively, from the State of Oregon into the State of Idaho, of quantities of "Tree Powder," which was an adulterated and misbranded insecticide and fungicide within the meaning of said act.

Adulteration of the article was alleged in the information for the reason that the statement regarding the article, to wit, "Inert Ingredients, Sodium Bicarbonate 14 per ct." borne on the label affixed to the package containing the article, represented that its standard and quality were such that it contained inert ingredients, that is to say, substances that do not prevent, destroy, repel, or mitigate insects or fungi, when applied as directed, in the proportion of not more than 14 per cent; whereas, the strength and purity of the said article fell below the professed standard and quality under which it was sold, in that, in fact and in truth, the said article consisted entirely of inert ingredients, that is to say, substances that do not prevent, destroy, repel, or mitigate insects or fungi, when applied as directed.

Misbranding was alleged for the reason that the statements, regarding the article, to wit, "Inert Ingredients, Sodium Bicarbonate 14 per ct. Insecticides. Sulphur 60 per ct., Borax 6 per ct., Calomel 2 per ct., Oxide of Iron 4 per cent. Fungicides. Copper Sulphate 6 per ct., Iron Sulphate 6 per ct., Nitrate of Potash 2 per ct." borne on the said label, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the article contained inert ingredients, that is to say, substances that do not prevent, destroy, repel, or mitigate insects or fungi, when applied as directed, in the proportion of not more than 14 per cent, and that the ingredients of the said article, to wit, sulphur, borax, calomel, oxide of iron, copper sulphate, iron sulphate and nitrate of potash are active, that is to say, the said ingredients would prevent, destroy, repel, or mitigate insects or fungi, when applied to trees as directed; whereas, in fact and in truth, the said article consisted entirely of ingredients which were inert when applied as directed, and the said ingredients, to wit, sulphur, borax, calomel, oxide of iron, copper sulphate, iron sulphate and nitrate of potash are not active, when applied to trees as directed.

Misbranding was alleged for the further reason that the statements to wit, "W. C. Thompson & Co. TREE POWDER. Large trees should be treated in two places. San Jose Scale, Pear Blight, Twig Blight, Borers in Peaches, Plumbs and Cherries. Trees treated by inoculation through the sap. No spraying or outside treatment required. It purifies the sap and puts trees in healthy condition.

"DIRECTIONS FOR USE. Bore a hole in the trunk of the tree slanting downward, on the south side, as the sun draws the sap to that side of the

tree. Don't bore toward the heart, but keep in the sap wood. For large trees bore an inch hole four to five inches deep; then insert a tablespoonful of the powder. Small trees should be treated in proportion, down to a half inch hole and a teaspoonful of the powder. Then plug the hole with dry wood or cork. All large trees should be treated in two places."

borne on the said labels, were false and misleading and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the article, when applied to trees as directed, would be an effective remedy against pear blight and twig blight, that trees treated by inoculation through the sap would not require spraying and outside treatment, that such treatment by inoculation would purify the sap and would put the trees in a healthy condition, and that it would be effective against San Jose scale and against borers in peach trees, plum trees and cherry trees; whereas, in truth and in fact, the said article, when applied to trees as directed, would not be an effective remedy against pear blight or twig blight, trees treated by inoculation through the sap would require spraying and outside treatment, such treatment by inoculation would not purify the sap nor would it put the trees in a healthy condition, and the said article would not be effective against San Jose Scale or against borers in peach trees, plum trees and cherry trees.

Misbranding was alleged for the further reason that the statement, to wit, "Net Weight When Packed 2 Lbs." borne on the label affixed to the packages containing the said article, represented that the contents thereof were, in terms of weight, two pounds of the said article; whereas, the contents of the said package were not correctly stated on the label affixed thereto, in that the contents of the said package were, in terms of weight, less than two pounds of the article.

Misbranding was alleged for the further reason that the article consisted completely of substances which, when used and applied in the method and manner as intended and as directed by the statements borne on the label, are and were inert substances, that is to say, substances that do not prevent, destroy, repel, or mitigate insects or fungi, when used and applied in the said method and manner, and the name and percentage amount of each and every one of the said inert substances or ingredients so present in the article were not stated plainly and correctly on the label affixed to the said package.

Misbranding was alleged in substance with respect to a portion of the article for the reason that certain statements appearing in the circular accompanying the said portion of the article were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the article when used as directed, would purify the sap of the tree in such away as to do away with bitter rot and all rots of fruit, that there are no ways to reach such diseases as bitter rot and certain other rots except by inoculation through the sap, that it would insure a healthy and speedy growth of trees and would prevent all pests from working on the trees, that such pests as pear blight, twig blight and germs can not exist where the said article is used as directed, that when used as directed it contained sufficient fertilizing ingredients to be a strong plant food and contained sufficient germicidal ingredients to be a strong germicide, that it would always be beneficial to fruit trees, that it contained eight ingredients valuable in the treatment of trees, when used as directed, that the inoculation treatment recommended would get rid of pests in orchards, that the treatment recommended would save the trees and prevent them from getting worse and dying, that a single such treatment would save the trees and prevent them from getting worse and from dying for two or three years, that the shipper had complied with the Federal law with reference to the said article, that the grower would get good results by treating his trees as directed, either in May or June or at any other time, that such treatment conducted at any time would be beneficial to the trees, that it would cause trees to look better and do better than they would without such treatment, that the said article, when used as directed, would cause apple and cherry trees to come out beautifully and make good growth, and would cause trees to show great improvement, that the article was what fruit trees need, that it would cause apple trees to look good and healthy, and would do all that was claimed for it by the shipper in the said circular, that the treatment of fruit trees as directed would be beneficial to them and would cause trees so treated to produce heavily and to do well, that the said treatment would be effective against blight of pears, that it would do all that was claimed for it, when used on pear trees

as directed, that it would cause apple trees to bear better apples than they would without such treatment, that it would prevent peach trees from being affected with leaf curl, would prevent the trees from dying, would cause them to be in a good, healthy condition, and would do the work claimed for the article, that the treatment of trees as directed was a good proposition, that trees treated by inoculation as directed would not require spraying or outside treatment, that the method of treating trees by inoculation as directed is the only true method of curing trees, that the said article when placed in the ground around trees too young to inoculate, would be effective against borers and any other pests working on the trees, that it would be effective against San Jose scale, and borers in peaches, plums and cherries, that worms and germs must be treated by inoculation that it would be effective against scale and all insects that attack trees, and would be effective against apple worms; whereas, in truth and in fact, the said article, when used as directed, would not be effective for the purposes claimed, and the said treatment was not the only method or the best method of treatment to accomplish the purposes for which the article was intended.

On September 24, 1923, the defendant entered a plea of guilty to the information and the court imposed a fine of \$25.

C. F. MARVIN,
Acting Secretary of Agriculture.

920. Misbranding of "Carsolium Dip." U. S. v. Eckman Chemical Co.
Plea of guilty. Fine \$10. (I. & F. No. 1208. Dom. No. 17818.)

On October 27, 1923, the United States Attorney for the District of Nebraska, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against the Eckman Chemical Co., a corporation, Omaha, Nebr., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about October 22, 1921, from the State of Nebraska into the State of Wyoming, of a quantity of "Carsolium Dip," which was a misbranded insecticide and fungicide within the meaning of said act.

Misbranding of the article was alleged in the information for the reason that the statements, to wit, "Directions for use—Mange or Itch * * * Scab * * * Lice * * * Ticks on sheep * * * Hog Cholera * * * Galls, Sores and Wounds * * * Thrush, Grease Heel and Scratches * * * Tape Worms * * * Maggots * * * Disinfecting Stables, Outhouses, Pens, Etc.,—In all cases of parasites or disease do not fail to disinfect quarters carefully and freely with 100 to 1 dilutions of Dip. Also destroy foul odors in same manner," borne on each of the labels affixed to each of the cases enclosing the cans containing the said article, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the article, when used as directed, would be effective in the treatment of all varieties of mange and scab, and in the treatment of all conditions known as itch, would be effective against all types and varieties of lice and against ticks on sheep, would be effective in the treatment of hog cholera, in the treatment of all types and varieties of galls, sores, wounds, thrush, scratches, and grease heel, would be effective against all types and varieties of tape worms and maggots, and would be effective for disinfecting stables, outhouses, pens, etc., and for destroying all parasites and preventing all diseases, and would destroy all foul odors in stables, outhouses, pens, etc.; whereas, in fact and in truth, it would not.

Misbranding was alleged for the further reason that the article consisted partially of an inert ingredient, to wit, water, which said substance does not prevent, destroy, repel or mitigate insects or fungi, and the name and percentage amount of the said inert ingredient or substance so contained therein were not stated plainly and correctly, or at all, on any label borne on the cans containing the article; nor, in lieu thereof, were the names and percentage amounts of each and every ingredient or substance contained in the article having insecticidal or fungicidal properties, and the total percentage of the inert ingredients or substances contained therein stated plainly and correctly, or at all, on any label borne on or affixed to the said cans.

On November 6, 1923, a plea of guilty to the information was entered on behalf of the defendant company and the court imposed a fine of \$10.

C. F. MARVIN,
Acting Secretary of Agriculture.

921. Misbranding of "Dixie Brand Pure Pine Tar." U. S. v. Northwestern Pine Tar Company. Plea of guilty. Fine \$25. (I. & F. No. 1220. Dom. No. 18237.)

On November 13, 1923, the United States Attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against the Northwestern Pine Tar Company, a corporation, Chicago, Ill., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about August 26, 1922, from the State of Illinois into the State of Ohio, of a quantity of "Dixie Brand Pure Pine Tar," which was a misbranded insecticide and fungicide within the meaning of said act.

Misbranding of the article was alleged in the information for the reason that the statement regarding the said article, to wit, "Full measure One Pint," borne on the labels affixed to each of the cans containing the article, represented that the contents of each of the said cans were, in terms of measure, one pint of the said article; whereas, the contents of each of the said cans were not correctly stated on the outside of each of the said cans, in that, in fact and in truth, the contents of each of the said cans were, in terms of measure, less than one pint of the said article.

Misbranding was alleged for the further reason that the article consisted partially of an inert ingredient, to wit, water, that is to say, a substance that does not prevent, destroy, repel, or mitigate insects or fungi, and the name and percentage amount of the said inert substance or ingredient so present therein were not stated plainly and correctly, or at all, on each or any of the labels affixed to the cans containing the said article; nor, in lieu thereof, were the names and percentage amounts of each and every substance or ingredient of the article having insecticidal or fungicidal properties, and the total percentage of the inert substance so present therein, stated plainly and correctly, or at all, on each or any label affixed to the said cans.

On January 15, 1924, a plea of guilty to the information was entered on behalf of the defendant company and the court imposed a fine of \$25.

C. F. MARVIN,

Acting Secretary of Agriculture.

922. Misbranding of "Dethnel Roach Powder." U. S. v. U. S. Sanitary Specialties Corporation. Plea of guilty. Fine \$25. (I. & F. No. 1226. Dom. Nos. 16998, 17392.)

On November 13, 1923, the United States Attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against the U. S. Sanitary Specialties Corporation, a corporation, Chicago, Ill., alleging shipment by said company, in violation of the Insecticide Act of 1910, on or about February 8, 1922, from the State of Illinois into the State of Oklahoma, and on or about April 27, 1922, from the State of Illinois into the State of Tennessee, of quantities of "Dethnel Roach Powder," which was a misbranded insecticide within the meaning of said act.

Misbranding of the article was alleged in the information for the reason that the statement, to wit, "Japanese Insect Powder 51%," borne on the labels affixed to the packages containing all of the said article, and the statement, to wit, "Inert Ingredients not over 8%," borne on the labels affixed to the packages containing a portion of the article, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the article contained insect powder, to wit, powdered flower heads of certain species of chrysanthemum, in the proportion of not less than 51 per cent, and that a portion thereof contained inert ingredients, that is to say, substances that do not prevent, destroy, repel or mitigate insects, in the proportion of not more than 8 per cent; whereas, in fact and in truth, the said article contained insect powder in a proportion less than 51 per cent, and a portion of the said article contained inert ingredients in a proportion greater than 8 per cent.

Misbranding was alleged with respect to all of the said article for the further reason that it consisted partially of inert substances, to wit, substances other than sodium fluoride, sodium bi-fluoride, sodium silico-fluoride, and insect powder, which inert substances do not prevent, destroy, repel or mitigate insects, and the name and percentage amount of each and every one of the said inert substances or ingredients so present therein were not stated plainly and correctly on each or any label borne on or affixed to the packages containing the article; nor, in lieu thereof, were the names and percentage amounts of each

and every substance or ingredient of the article having insecticidal properties, and the total percentage of the inert substances or ingredients so present therein, stated plainly and correctly on each or any label affixed to the said packages.

On November 21, 1923, a plea of guilty to the information was entered on behalf of the defendant company and the court imposed a fine of \$25.

C. F. MARVIN,
Acting Secretary of Agriculture.

923. Misbranding of "Martin's Blue Bug Remedy." U. S. v. C. J. Martin. Plea of nolo contendere. Fine \$50. (I. & F. No. 1232. Dom. No. 17036.)

On December 23, 1923, the United States Attorney for the Western District of Texas, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said District, an information against C. J. Martin, Austin, Texas, alleging shipment by said defendant, in violation of the Insecticide Act of 1910, from the State of Texas into the State of Arizona, of a quantity of "Martin's Blue Bug Remedy," which was a misbranded insecticide within the meaning of said act.

Misbranding of the article was alleged in the information for the reason that the statements regarding the said article, to wit,

"Martin's Blue Bug Remedy * * * If your Chicken House is infested with insects, use Martin's Sure Death Spray; for Chickens that have been exposed to Blue Bug infection use Martin's Blue Bug Remedy as follows: For every 12 fowls take one large tablespoonful of Blue Bug Remedy, mix same with dry bran or small ground grain (bran preferred) after mixing this thoroughly, wet this mixture until crumbly, feed this mixture once a day for eight days. Where poultry are down and cannot walk, take $\frac{1}{2}$ teaspoonful of Blue Bug Remedy, force same down the throat of the fowl with the help of water, after using this treatment twice a day for two days, commence treatment of Blue Bug Remedy mixed with bran."

borne on each of the labels affixed to the packages containing the articles were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the said article, when used as directed, would be an effective remedy against blue bugs; whereas, in fact and in truth, the said article, when used as directed, would not be an effective remedy against blue bugs.

Misbranding was alleged for the reason that the article consisted completely of inert substances or ingredients, that is to say, substances that do not prevent, destroy, repel or mitigate insects known as blue bugs on poultry, when used as directed, and the names and percentage amounts of each and every one of said inert substances or ingredients so present therein were not stated plainly and correctly, or at all, on each or any label borne on or affixed to each or any of the packages containing the said article.

On January 28, 1924, the defendant entered a plea of nolo contendere to the information and the court imposed a fine of \$50.

C. F. MARVIN,
Acting Secretary of Agriculture.

924. Adulteration and misbranding of "Houghton's Petroleum Lead Arsenate Cartridge," and misbranding of "Houghton's Arsenate of Lead and Whale Oil Soap Combination Cartridge," "Houghton's Whale Oil Soap Cartridge," and "Houghton's Petroleum Hellebore Cartridge." U. S. v. Fred D. Houghton. Plea of guilty. Fine \$50. (I. & F. No. 1233. Dom. Nos. 17274, 17275, 17276, 17277.)

On December 13, 1923, the United States Attorney for the District of Massachusetts, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against Fred D. Houghton, Worcester, Mass., alleging shipment by said defendant, in violation of the Insecticide Act of 1910, on or about June 10, 1922, from the State of Massachusetts into the State of New York, of a quantity of "Houghton's Petroleum Lead Arsenate Cartridge," which was an adulterated and misbranded insecticide within the meaning of said act, and of quantities of "Houghton's Arsenate of Lead and Whale Oil Soap Combination Cartridge," "Houghton's Whale Oil Soap Cartridge," and "Houghton's Petroleum Hellebore Cartridge," respectively, which were misbranded insecticides within the meaning of said act.

Misbranding of the "Arsenate of Lead and Whale Oil Soap Combination Cartridge" was alleged in the information for the reason that it contained arsenic, and contained arsenic in water-soluble form, and the total amount of arsenic present therein, and the amount of arsenic in water-soluble form present therein, expressed as percentum of metallic arsenic, were not stated on each or any label borne on or affixed to the packages containing the said article.

Misbranding was alleged for the further reason that the statements regarding the article, to wit, "Arsenate of Lead and Whale Oil Soap Combination Cartridge. Spray from this combination cartridge will be found to be one of the best all round sprays that can be found for general spraying for the protection of plant life, * * *" borne on each of the labels affixed to each of the packages containing the article, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the said article consisted entirely of arsenate of lead and whale oil soap, and that when used as directed, it would be an effective insecticide; whereas, in fact and in truth, the said article did not consist entirely of arsenate of lead and whale oil soap, but did contain and did consist of arsenate of lead, soda fish oil soap, fish oil and water, and the said article, when used as directed, would not be an effective insecticide.

Misbranding of the "Whale Oil Soap Cartridge" was alleged for the reason that the statements regarding the article, to wit, "Not less than 70% Fish Oil * * * Houghton's Whale Oil Soap Cartridge * * * The Spray from a Whale Oil Soap Cartridge is Sure Death to all soft bodied Insects, such as Thrips and Aphids or Plant Lice, * * *" borne on each of the labels affixed to each of the packages containing the article, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the said article contained fish oil in the proportion of not less than 70 per cent. that it was a whale oil soap cartridge, and that the said article, when used as directed, would be an effective remedy against all soft-bodied insects such as thrips and aphids, or plant lice; whereas, in fact and in truth, it did not contain fish oil, as such, but in combination with alkali to form a fish oil soap, it was not a whale oil soap cartridge, but was a fish oil soap cartridge, and the said article, when used as directed, would not be an effective remedy against all soft-bodied insects such as thrips and aphids, or plant lice.

Adulteration of the "Petroleum Lead Arsenate Cartridge" was alleged for the reason that the statement regarding the article, to wit, "Not less than 15% Lead Arsenate," borne on each of the labels affixed to each of the packages containing the article, represented that the article contained lead arsenate in the proportion of not less than 15 per cent; whereas, the strength and purity of the article fell below the professed standard and quality under which it was sold, in that, in fact and in truth, it contained lead arsenate in a proportion less than 15 per cent. Adulteration was alleged for the further reason that the statements, to wit, "Petroleum Lead Arsenate Cartridge * * * Not less than 15% Lead Arsenate," borne on each of the labels affixed to each of the said packages, represented that the article consisted of lead arsenate in the proportion of 15 per cent, and petroleum; whereas, the article did not consist of lead arsenate in the proportion of 15 per cent, and petroleum, but other substances, to wit, soda fish oil soap, fish oil and water, had been substituted in part for the said article.

Misbranding of the "Petroleum Lead Arsenate Cartridge" was alleged for the reason that the statements, to wit, "Not less than 15% Lead Arsenate * * * Petroleum Lead Arsenate Cartridge, * * * The Spray from the Arsenate of Lead Cartridge is used to destroy chewing insects, such as Caterpillars, Elm Beetles and Codling Moths * * * To prevent wormy fruit * * * To destroy the foliage eating worms and insects. * * *" borne on each of the labels affixed to the package containing the article, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the article contained lead arsenate in the proportion of not less than 15 per cent, that it consisted entirely of petroleum and lead arsenate, and that the said article, when used as directed, would be an effective remedy against chewing insects such as caterpillars, elm beetles and codling moths, would prevent wormy fruit, and would be an effective remedy against foliage-eating worms and insects; whereas, in

fact and in truth, the article contained lead arsenate in a proportion less than 15 per cent, it did not consist entirely of petroleum and lead arsenate, but did consist of lead arsenate, soda fish oil soap, fish oil and water and did not contain any petroleum, and the said article, when used as directed, would not be an effective remedy against chewing insects such as caterpillars, elm beetles and codling moths, it would not prevent wormy fruit, and would not be an effective remedy against foliage-eating worms and insects.

Misbranding was alleged for the further reason that the article contained arsenic, and contained arsenic in water-soluble form, and the total amount of arsenic present therein, and the amount of arsenic in water-soluble form present therein, expressed as per centum of metallic arsenic, were not stated on each or any label borne on or affixed to the packages containing the said article.

Misbranding of the "Petroleum Hellebore Cartridge" was alleged for the reason that the statements regarding the article, to wit, "Not less than 10% Hellebore * * * Petroleum Hellebore Cartridge * * * Petroleum Hellebore is a vegetable poison and kills both by contact and being eaten and when combined with refined petroleum, makes an ideal spray for destroying the Currant Worm, Black and Green Aphis, Mealy Bug, Red Spider and Many Other Insects on plants, shrubs and trees" borne on each of the labels affixed to each of the packages containing the article, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the said article contained hellebore in the proportion of not less than 10 per cent, that it consisted entirely of petroleum and hellebore, and that the said article, when used as directed, would be an effective remedy against currant worms, black and green aphids, mealy bugs, red spiders and many other insects on plants, shrubs and trees, and that it would kill both by contact and by being eaten, whereas, in fact and in truth, the article contained hellebore in a proportion less than 10 per cent, it did not consist entirely of petroleum and hellebore, but did contain other ingredients and substances in addition thereto, to wit, soap and water, and the said article, when used as directed, would not be an effective remedy against currant worms, black and green aphids, mealy bugs, red spiders and many other insects on plants shrubs and trees, and the said article would not kill both by contact and by being eaten.

Misbranding was alleged in the information with respect to all four of the said products for the further reason that they consisted partially of inert substances or ingredients, which said inert substances do not prevent, destroy, repel or mitigate insects, and the names and percentage amounts of the said inert substances or ingredients so present in the said articles were not stated plainly and correctly, on each or any label borne on or affixed to the packages containing the said articles, nor, in lieu of the name and percentage amounts of each and every inert substance or ingredient, were the names and percentage amounts of each and every substance or ingredient of the articles having insecticidal properties, and the total percentage of the inert substances or ingredients so present in the articles, stated plainly and correctly on each or any label borne on or affixed to the said packages.

On January 2, 1924, the defendant entered a plea of guilty to the information and the court imposed a fine of \$50.

C. F. MARVIN,

Acting Secretary of Agriculture.

925. Adulteration and misbranding of "Kreo." U. S. v. The W. T. Rawleigh Co. Plea of guilty. Fine \$25. (I. & F. No. 1237. Dom. No. 18281.)

On January 22, 1924, the United States Attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district, an information against the W. T. Rawleigh Company, a corporation, Freeport, Ill., alleging shipment by said company, in violation of the Insecticide Act of 1910, from the State of Illinois into the State of California, of a quantity of "Kreo," which was an adulterated and misbranded fungicide within the meaning of said act.

Adulteration of the article was alleged in the information for the reason that the statement, regarding the said article, to wit, "Inert Ingredients, water not more than 18%," borne on each of the labels affixed to the bottles containing the article, and in the accompanying circular, represented that the standard and quality of the article were such that it contained water in the proportion of not more than 18 per cent; whereas, the strength and purity of the article fell below the professed standard and quality under which it was sold, in that,

in fact and in truth, it contained water in a proportion much greater than 18 per cent.

Misbranding was alleged for the reason that the statement, to wit, "Inert Ingredients, water not more than 18%," borne on each of the said labels and circulars, was false and misleading, and by reason of the said statement the article was labeled and branded so as to deceive and mislead the purchaser, in that it represented that the said article contained water in the proportion of not more than 18 per cent; whereas, in fact and in truth, it contained water in a proportion much greater than 18 per cent.

Misbranding was alleged for the further reason that the statements, to wit, "As a precautionary measure to prevent the spread of infection hang up in the sickroom sheets dampened with a Kreo solution, using 1 teaspoonful of Kreo to each quart of water * * * Also especially valuable for disinfecting * * * drains * * * Use 2 to 3 tablespoonfuls of Kreo to each quart of water for * * * removing unpleasant odors," borne on each of the labels affixed to the said bottles, and the statements, to wit, "As a precautionary measure to prevent the spread of infection, hang up in the sickroom sheets dampened with a ½% solution of Kreo * * * Skin affections—For * * * skin eruptions * * * bathe the parts with 1 to 2 teaspoonfuls Kreo in each pint of water * * * Bathroom and toilet * * * and to flush drain pipes, use a 1% Solution * * * It is 3½ times as effective in germ-killing power as carbolic acid" borne on each of the circulars accompanying the article, and the statements, to wit, "Individual hygiene—use ½ to 1 teaspoonful Kreo thoroughly mixed in each quart of warm water for vaginal douches," borne on each of the said labels and circulars, were false and misleading, and by reason of the said statements the article was labeled and branded so as to deceive and mislead the purchaser, in that they represented that the article, when used as directed, would prevent the spread of infection, would disinfect drains, and would remove all unpleasant odors of the sickroom, would be effective in cases of all skin affections and all skin eruption, would disinfect drain pipes, and would be three and one-half times as effective as carbolic acid against all germs, and that, when used at the dilution of one-half teaspoonful of the article to one quart of warm water, it would act as a disinfectant in the vagina; whereas, in fact and in truth, the said article, when used as directed, would not prevent the spread of infection, would not disinfect drains, would not remove all unpleasant odors of the sickroom, would not be effective in case of all skin affections and all skin eruptions, would not disinfect drain pipes, and would not be three and one-half times as effective as carbolic acid against all germs, and when used at the dilution of one-half teaspoonful to one quart of warm water, the said article would not act as a disinfectant in the vagina.

Misbranding was alleged for the further reason that the article consisted partially of an inert substance, to wit, water, which said inert substance does not prevent, destroy, repel or mitigate fungi, and the name and percentage amount of the said inert substance or ingredient so present therein, were not stated plainly and correctly on each or any label borne on or affixed to each or any of the bottles containing the article; nor, in lieu thereof, were the name and percentage amount of each and every substance or ingredient of the article having fungicidal properties, and the total percentage of the inert substance or substances so present in the article, stated plainly and correctly on each or any label borne on or affixed to each or any of the said bottles.

On February 4, 1924, a plea of guilty to the information was entered on behalf of the defendant company and the court imposed a fine of \$25.

C. F. MARVIN,
Acting Secretary of Agriculture.